



STEVE COOLEY
LOS ANGELES COUNTY DISTRICT ATTORNEY

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July 13, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZE AGREEMENT BETWEEN THE LOS ANGELES COUNTY DISTRICT
ATTORNEY AND THE CITY OF WHITTIER TO CONTINUE THE STRATEGIES
AGAINST GANG ENVIRONMENTS (SAGE) PROGRAM
(4th DISTRICT) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Instruct the Chairman to sign the enclosed Agreement between the Los Angeles County District Attorney's Office (County) and the City of Whittier (City) for the SAGE Program. The City will provide compensation to the District Attorney's Office in the amount of \$60,000 for the period of October 1, 2003 through September 30, 2004. The \$60,000 annual amount represents a partial offset of the total program cost. The remaining funds will be provided by the District Attorney in the amount of \$20,557, and by the Local Law Enforcement Block Grant (LLEBG) in the amount of \$82,228. The total program cost is \$162,785.
2. Authorize the District Attorney, or his designee, on behalf of the County of Los Angeles, to serve as Project Director for the SAGE Program, to execute up to two one-year extensions to the Agreement, and to approve amendments and augmentations to any program goals or objectives, or budget revisions to the program subject to the payment term limitations in the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The SAGE program abates street gang violence and narcotic-related activities by utilizing civil injunctions and other procedures deemed appropriate by the County and the City. Approval of this Agreement will allow the District Attorney's Office to continue to provide the services of one deputy district attorney (DDA) to the City for this purpose. All services provided shall be consistent with the laws of the State of California, and the guidelines of the County and City.

Due to late negotiations, in part, caused by the current State budget situation, the City Council of Whittier approved and signed this Agreement on June 21, 2004.

Approval and signature by the Chairman of the Los Angeles County Board of Supervisors is required to fully execute the SAGE Agreement. County Counsel has reviewed and approved the enclosed Agreement as to form.

Implementation of Strategic Plan Goals

The focus of this program supports the County's Strategic Plan Goal No. 5, Children and Families Well-being, to improve the well-being of children and family in Los Angeles County in the area of safety and survival. Approval of the agreement also supports Strategic Plan Goal No. 4, Fiscal Responsibility, by securing an available revenue source at the local level.

FISCAL IMPACT/FINANCING

The total cost of this program is \$162,785 for the period October 1, 2003 through September 30, 2004. Appropriate funding for this program was included in the District Attorney's 2003-04 and 2004-05 budget.

The DDA associated with this program has been in place since October 2002 and has continued to provide services for this program. The City is providing a maximum of \$60,000 to partially offset the salary and benefits of the DDA for legal services provided under this Agreement. LLEBG funds and the District Attorney's Office will provide additional funding, respectively, in the amounts of \$82,228 and \$20,557 for the period October 1, 2003 through September 30, 2004.

The annual cost in each subsequent year shall be limited to the actual compensation level approved by the County of Los Angeles Board of Supervisors for Deputy District Attorney staff.

If funding for this Agreement were terminated, an evaluation would be conducted to determine whether the program would either be continued with costs absorbed by the department, or discontinued with the reallocation of staff to vacant-budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The SAGE program was initially implemented for a two-year period in the City of Whittier in October 1999. The City has requested to continue this Agreement with the County of Los Angeles District Attorney's Office.

The DDA assigned to this program maintains a caseload of vertical prosecutions, tracks criminal proceedings of over 50 notorious gang members, contributes expertise and local resources to the successful prosecution of cases handled by line DDAs, assists in the coordination of probation and parole sweeps, and provides training to local officers on legal search and seizure precedents applicable to this target group. In 2003 the DDA completed 10 vertical prosecutions of serious and/or violent felonies by gang members, five rental property management training seminars which was attended by 230 participants, and 26,601 petitions requesting the court to declare a minor a ward of the court for truancy cases.

Apart from suppression activities, the DDA also provides administrative direction to the Peer Mentoring Program (PMP) which pairs college-bound high school seniors and juniors with at-risk fifth graders. PMP facilitates a social exchange that profoundly influences the lives of all participants. This highly regarded program is in its fifth year of operation and successfully paired 59 sets of mentors/mentees in calendar year 2003.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Whittier SAGE program does not propose attorney staff augmentation. Therefore, the District Attorney's Office is not subject to the Board motion of December 15, 1998, requiring clearance with Alternate Public Defender, Probation, Public Defender and Sheriff's Departments.

The Honorable Board of Supervisors
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CONCLUSION:

Acceptance of this Agreement is strongly recommended.

Following Board action on this Agreement, the Executive Officer-Clerk of the Board is requested to return two copies of the adopted Board letter and Agreement, containing original signatures, to Albert Ablaza, Contracts and Grants Unit, Los Angeles County District Attorney, 201 North Figueroa Street, Suite 1300, Los Angeles, California 90012. Any questions may be directed to Mr. Ablaza at (213) 202-7683.

Very truly yours,

A handwritten signature in cursive script that reads "Steve Cooley by Marjorie Matsumoto". The signature is written in dark ink and is positioned above the typed name of Steve Cooley.

STEVE COOLEY
District Attorney

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Enclosure

c: Chief Administrative Officer
County Counsel

AGREEMENT BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
THE CITY OF WHITTIER FOR THE
STRATEGIES AGAINST GANG ENVIRONMENTS (SAGE) PROGRAM

This Agreement is made and entered into this _____ day of _____, 2004, by and between the County of Los Angeles, a political subdivision of the State of California ("COUNTY"), and the City of Whittier, a general law city, under the laws of the State of California ("CITY") and both of whom are collectively referred to as the "PARTIES".

WHEREAS, the CITY is in need of a program to reduce street gang activity and graffiti problems, to reduce illicit narcotics sales and use and to abate criminal nuisance conditions and activities; and

WHEREAS, the COUNTY, through its Office of the District Attorney, with the CITY recognizes the need for innovative approaches for the suppression of street gang activity, graffiti, vandalism, narcotics sales and use, criminal nuisance properties and related problems; and

WHEREAS, the COUNTY has adopted and is implementing in other cities a program called Strategies Against Gang Environments (SAGE) which provides legal services aimed at reducing street gang activity, narcotics sales and use and related problems occurring within cities; and

WHEREAS, the CITY desires to enter into an Agreement with the COUNTY to implement the SAGE program within the territorial boundaries of the City of Whittier;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the PARTIES agree as follows:

1.0 PURPOSE

The purpose of this Agreement is to maintain one deputy district attorney within the City of Whittier, to perform services, as mutually agreed upon by both PARTIES, to reduce gang violence through the abatement of gang and narcotic-related activities in the City of Whittier by civil injunctions, forfeiture proceedings, informal intervention, technical assistance to the Whittier Police department and other procedures deemed appropriate by the PARTIES. These services shall be consistent with the laws of the State of California and the guidelines of the COUNTY and CITY.

2.0 TERM OF AGREEMENT

The term of this Agreement shall commence on October 1, 2003 and continue through September 30, 2004, unless sooner terminated as provided herein.

Upon mutual agreement of both PARTIES, this Agreement may be extended annually up to two additional one-year periods.

3.0 COUNTY OBLIGATIONS

COUNTY shall provide, on behalf of CITY, the services of one deputy district attorney, from the Community Prosecution Division, on a full-time basis, to pursue appropriate criminal sanctions against targeted offenders, criminal

nuisance abatement actions and advise and work with the Whittier Public Safety Office and other law enforcement officers, community leaders, city officials, and other members of the community, to assist the CITY in the development of a multifaceted strategy for improving public safety, including the use of civil injunctions. The County of Los Angeles Office of the District Attorney shall have sole discretion in personnel matters including the selection, tenure and transfer of the deputy district attorney assigned to the CITY. Specific tasks to be performed shall be subject to the approval of the City Public Safety Director. The County of Los Angeles Office of the District Attorney shall have sole and independent prosecutorial discretion to determine which matters should be filed as criminal cases and civil injunctions, and to give objective and impartial consideration to each individual case, including pleas and sentencing options. The prosecutor assigned to the CITY pursuant to this Agreement will appropriately, independently, and pursuant to legal rules of ethics and professional responsibility which govern the actions of prosecuting attorneys, furnish to the CITY appropriate prosecutorial and SAGE program legal services. Subject to the County of Los Angeles District Attorney's discretion, the specific activities shall include, but are not limited to:

- 3.1 The tracking of criminal cases and creation of profiles, as allowed by law, of the most problematic gang and/or tagger youths in the CITY in an effort to provide prosecutors, probation officers, parole agents, school officials, judges and other pertinent personnel with current and accurate information that is relevant to the determination of suitable terms of

punishment and/or supervised probation; and

- 3.2 The initiation of civil injunctive relief that is deemed appropriate, including, but not limited to, the abatement of public nuisances such as illegal drug sales, gang activity and other conditions which have the tendency to lead to the commission of violent and serious gang- related crimes; and
- 3.3 The use of civil and quasi-criminal procedures that are deemed appropriate and which are intended to help reduce the incentives for criminal and gang activities; and
- 3.4 Participation in neighborhood and community programs to improve public safety and reduce gang activity.

4.0 PAYMENT TERMS

The contract sum, authorized by the CITY hereunder shall not exceed \$60,000 for the period covering October 1, 2003 through September 30, 2004 which shall be the total monetary amount payable by the CITY to the COUNTY for providing one deputy district attorney to perform services for the SAGE Program, as specified in this Agreement. Should the PARTIES agree to extend the agreement, the annual cost of the program in subsequent years shall be limited to the actual compensation approved by the County of Los Angeles Board of Supervisors for the deputy district attorney staff and the annual contribution in each subsequent year shall be limited to an amount mutually acceptable to both PARTIES not to exceed \$100,000 or be less than the current contribution of \$60,000.

5.0 MUTUAL INDEMNIFICATION

- 5.1 The COUNTY shall defend, indemnify, and hold harmless the CITY, its officers, agents and employees from liability, loss, damage, or expense for death, bodily injury to persons, injury to property, or any other expense arising from either, to the extent that such liability, loss, damage, or expense is directly and proximately caused by the negligence or wrongful acts of COUNTY in the performance of SAGE program activities, and to pay on behalf of the CITY any and all claims, damages, judgments, defense cost, adjuster fees and attorney fees directly resulting therefrom.
- 5.2 The CITY shall defend, indemnify, and hold harmless the COUNTY, its officers, agents and employees from liability, loss, damage, or expense for death, bodily injury to persons, injury to property, or any other expense arising from either, to the extent that such liability, loss, damage or expense is directly and proximately caused by the negligence or wrongful acts of the CITY in execution of SAGE program activities and to pay on behalf of the COUNTY, any and all claims, damages, judgments, defense cost, adjuster fees and attorney fees directly resulting therefrom.

6.0 INVOICES AND PAYMENTS

- 6.1 All invoices under this Agreement shall be submitted to the following address:

City of Whittier
Director of Public Safety
13230 Penn Street
Whittier, California 90602

6.2 Such payments will be made in accordance with the provisions as specified herein. COUNTY shall submit a monthly invoice reflecting an amount equal to the agreed upon contract amount, divided by the number of months in the agreed upon contract term. CITY shall pay each monthly invoice within sixty (60) days following date of invoice.

7.0 **TERMINATION**

This Agreement may be terminated by either party upon 30 days written notice.

All costs incurred up to the date of termination shall be prorated and reimbursed accordingly.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Los Angeles hereby authorizes the District Attorney or his designee, to serve as Project Director for said program, and to perform all further tasks necessary for the completion of the project, including execution and submission of amendments, extensions, augmentations and budget revisions to the program.

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**AGREEMENT BY AND BETWEEN THE LOS ANGELES COUNTY
DISTRICT ATTORNEY AND THE CITY OF WHITTIER FOR THE
STRATEGIES AGAINST GANG ENVIRONMENTS (SAGE) PROGRAM**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Chairman and the seal of said Board to be hereto affixed by the Executive Officer-Clerk thereof, and the City of Whittier has caused this Agreement for the Strategies Against Gang Environments to be signed by its duly authorized officers.

County of Los Angeles

By _____
Chairman, Board of Supervisors

Attest: Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

City of Whittier
a municipal corporation

By _____
Deputy

By Owen Newcomer
Owen Newcomer, Mayor

Date: 6-16-04

APPROVED AS TO FORM BY
COUNTY COUNSEL:

By Kane Brown
Deputy

Attest:
City Clerk

By Kathryn Marshall
City Clerk

Date: 6-21-04

APPROVED AS TO FORM:

By [Signature]
City Attorney

Date: 6-21-04